

**Schedule A to the  
NATIONAL SERVICE AND MAINTENANCE AGREEMENT**

Jurisdiction:           Local 38

In accordance with Article XX, Paragraph 72, this schedule is entered into on behalf of the signatories to the current National Service and Maintenance Agreement dated August 1, 2015.

**SPECIAL CONDITIONS**

**ARTICLE VIII  
Building Trades Work**

**Paragraph 13** – Modified to include: Employees working under the terms of this Agreement cannot be utilized on any new construction, previously unoccupied space, totally rehabilitated buildings or any full or partial floor renovation of a building. This is considered building trades work (also known as Tenant Improvement Work).

**ARTICLE IX  
Classification of Employees**

**Paragraph 17:** Modified to include:

- Tradesman must be in the U.A. Local 38 Apprentice program after 2 years (3200 hours) or be laid off.
- Tradesman must be a member of U.A. Local 38.
- Per paragraph 27 of the Schedule A: No Employer shall be able to hire a Local 38 Tradesman until they hire an Apprentice. The ratio after that shall be 2 Apprentices for each Tradesman, i.e.,
  - 1 App - 1 Tradesman
  - 3 App - 2 Tradesmen
  - 5 App - 3 Tradesmen
- Tradesman wage shall be 35% of the Journeyman taxable rate for the 1st year of employment. The 2nd year of employment shall be 35% of Journeyman taxable plus \$1.50 per hour.
- The Health and Welfare Contribution for the Tradesman to the Local 38 Trust Fund shall be \$8.50 per hour
- No other fringe benefits are required.
- Local 38 shall have the first right to supply Tradesman to employers. If Local 38 cannot supply a Tradesman within 72 hours, the employer can then refer names of possible Tradesman to U.A. Local 38.

## **ARTICLE X Hiring and Use of Employees**

**Paragraph 22** -- Modified to read: If neither the local union nor the Union is able to supply competent and skilled Employees satisfactory to the Employer within seventy-two (72) hours, the Employer may hire such persons wherever available, subject to the provisions of Article IV and Paragraph 27, and train such persons to perform the work required. It is understood that consideration for such employment and training shall be given to Employees with previous experience in the service and maintenance industry.

**Paragraph 27:** Modified to read: Journeymen, Servicemen (MES) and Apprentices who have been regularly assigned to Local Bay Area Service Contractors or other Service Contractors who availed themselves of the grandfather provisions of this Schedule A to work in the territorial jurisdiction of Local 38 from other local unions shall continue to be considered grandfathered and shall continue to have the right to work within Local 38 provided, however, that any new positions that are available to perform work covered by this Agreement within the territorial jurisdiction of Local 38 shall be first offered in writing to Local 38. If Local 38 is unable to fill those positions within seventy-two hours (Saturday and Sundays excluded) with qualified service employees, the Employer shall be able to assign this work to a member of another local union on a temporary basis until such time as a qualified Local 38 service employee is available. Those employees who will continue to be assigned to Local 38's jurisdiction must deposit travel cards.

Journeymen, Servicemen (MES) and Apprentices not grandfathered will not be able to travel into Local 38's jurisdiction, except for those that are assigned to work on a temporary basis as set forth above. Grandfathered status is not transferable between Employers. Tradesmen (MEST) will not be able to travel into Local 38's jurisdiction unless Local 38 is unable to supply MEST employees within 72 hours (Saturday and Sundays excluded) of a written request. In that event, an Employer may assign the work to a Tradesman from another local on a temporary basis until such time as Tradesmen from Local 38 are available to perform this work. However, no Employer shall assign a Tradesman to travel into Local 38's jurisdiction unless that Employer has first hired a first or second year apprentice to perform service work in the jurisdiction of Local 38 provided that this requirement shall not apply during such periods that such apprentices have been requested by the Employer but are unavailable. Upon written request of Local 38, an Employer who assigns employees to work in Local 38 pursuant to this paragraph will provide a report setting forth by name the number or hours worked, location of job(s) where work performed, and a certification that the employees were paid in accordance with this Agreement or applicable Schedule A.

**Paragraph 28** – Modified to read: The notification and travel card obligations set forth in Paragraph 28 shall fully apply for all work performed in Local 38 by employees who home local in not Local 38. Any Employee assigned to Local 38's jurisdiction for more than 30 days in a calendar year will be required to deposit their travel card.

**ARTICLE XII  
Wages, Benefits, and Hours of Work**

**Paragraph 35** – Modified to read: All time worked before and after the established work day of eight (8) hours, Monday through Saturday, and all non-scheduled emergency work performed on Sundays shall be paid in accordance with the local agreement covering service at a rate not to exceed time and one-half. All scheduled time worked on Sunday and all work on a holiday within the jurisdiction where the Employee is working shall be paid in accordance with the local agreement covering service at a rate not to exceed double time. The recognized holidays are as specified in Article 9, Section 56 of the Local 38 Master Labor Agreement.

**Paragraph 36** – For all Employees working within the jurisdiction of Local Union 38 only, the terms and conditions of Section 12W.1 of the San Francisco Administrative Code commonly known as the new San Francisco “Sick Leave Ordinance” are waived.

**Paragraph 40** - Servicemen - Rate of pay shall be not less than 50% or more than 80% of the Service Journeyman wage rate. The rate of pay, wages and fringes for Servicemen shall be established by the Oversight Committee.

**Paragraph 42** - Service Tradesman - The rate of pay, wages and fringes for Service Tradesmen shall be established by the Oversight Committee.

**Fringe Contributions**

	<b>National or Local Pension Fund</b>	<b>Health and Welfare</b>	<b>Training</b>	<b>Industry Fund</b>
<b>Serviceman</b>	***** Per Local Oversight Committee *****			
<b>Tradesman</b>	***** Per Local Oversight Committee *****			

**Paragraph 46** – Modified to read: When an Employee reports for work during the regular work day and is not given the opportunity to work, and was not notified before completing the previous day's work, the Employee shall be paid two (2) hours reporting time. Apprentices can be removed from the Employer by the Apprentice Committee if not enough hours are worked.

**ARTICLE XIII**  
**Temporary Shift Work Conditions**

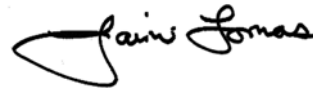
**Paragraph 49** - Modified to read: When so elected by the Employer, multiple eight (8) our shifts may be worked on a temporary basis. When two (2) or three (3) shifts are worked, the first eight (8) hour shift shall be the day shift and shall be paid at the straight time hourly rate of pay. The second and third eight (8) hour shifts shall each be paid at a rate not to exceed 15% above the straight time hourly rate of pay (including 401A contributions). Temporary shifts shall be for a minimum of five (5) consecutive days.

**Oversight Committee and Modifications to Schedule "A"**

The Oversight Committee will meet on a regular basis to ensure all Employers and Employees working under the Agreement and this Schedule "A" understand its provisions. If issues arise concerning the terms of the Schedule "A," such issues may be referred to the Oversight Committee. If the Oversight Committee determines that modification(s) to the Schedule "A" is appropriate, the matter will be referred promptly to the Joint Committee for resolution.

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry

Mechanical Service Contractors  
of America (MSCA)



Mark McManus  
General President, UA  
Date: 2/1/2018

Jaimi Lomas  
Chairman, MSCA  
Date: 2/1/2018